

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

NATIONAL INDOOR FOOTBALL	)	
LEAGUE, L.L.C.	)	
	)	
Plaintiff,	)	
v.	)	CIVIL ACTION NO.: 02-548
	)	
R.P.C. EMPLOYER SERVICES,	)	
INC., and DAN J.	)	
D'ALIO,	)	
Defendants.	)	

**DEFENDANTS' ANSWER TO PLAINTIFF'S MOTION  
TO REOPEN CASE AND SCHEDULE TRIAL  
ON THE ISSUE OF DAMAGES**

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**AND NOW**, comes Defendants R.P.C. Employer Services, Inc. and Dan J. D'Alio, by their attorneys, Feczko and Seymour and Michael J. Seymour, Esquire and file the following Answer to Plaintiff's Motion to Reopen Case and Schedule Trial on the Issue of Damages:

1. The averments contained in Paragraph 1 of Plaintiff's Motion are denied for the reason that the Plaintiff has failed to establish the amount of uncovered Workers' Compensation claims and for the further reason that Workers' Compensation Insurance was secured through the State of Ohio by the Defendants as evidenced by a Certificate of Insurance issued by the State.

2. Admitted.

3. Admitted.

4. The averments contained in Paragraph 4 of Plaintiff's Motion are denied as stated. On the contrary and pursuant to Exhibit "A" under Item Number 5, "The issue before the Mediator

or the Court will be limited to damages, attorney's fees and costs and Mediation fees, but not liability which is agreed to in favor of the Plaintiffs."

5. Admitted.

6. Admitted.

7. Admitted.

8. The averments contained in Paragraph 8 of Plaintiff's Motion are denied as stated. The issues considered by the Mediator were the number of teams eligible to make claims, the application of the deductible in the amount of \$1,000.00 per claim, the appropriate cutoff date for the claims eligible for consideration, the required evidence for proof of damages and the status of the claims involving existing lawsuits.

9. The averments contained in Paragraph 9 of Plaintiff's Motion are denied as stated. On the contrary, it is averred the Mediator did not largely support the NIFL's position, but rather attempted to resolve the issues by the mediation process without favoring either side's position.

10. It is admitted that the parties were not able to resolve the issues through the mediation process, but it is averred that the Mediator suggested binding arbitration to resolve these issues which the Plaintiff refused.

11. The averments contained in Paragraph 11 of Plaintiff's Motion are neither admitted nor denied. It is averred, however,

that the damage issues can be resolved by rulings on the evidence Plaintiff will be entitled to submit at the time of trial.

**WHEREFORE**, Defendants respectfully request this Honorable Court to schedule a conference and then a hearing to determine the admissibility of evidence by the Plaintiff on the issue of damages.

Respectfully submitted,

**FECZKO AND SEYMOUR**

s/Michael J. Seymour  
Michael J. Seymour, Esquire  
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Feczko and Seymour  
Firm I.D. #003  
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**CERTIFICATE OF SERVICE**

\_\_\_\_I, the undersigned, do hereby certify that I served a true and correct copy of the within Defendants' Answer to Plaintiff's Motion to Reopen Case and Schedule Trial on the Issue Damages upon the following **electronically** on the 13<sup>th</sup> day of October, 2006:

Timothy C. Leventry, Esquire  
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s/Michael J. Seymour  
Michael J. Seymour, Esquire  
Counsel for Defendants